

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

REBECCA POOLE, MONICA
AYALA, ROBERT GONGORA,
PLAINTIFFS

§ CIVIL ACTION NO.
SA-18-CV-636-XR

V.

§

DHIRU HOSPITALITY, LLC, dba
MOTEL 6,
DEFENDANT

§

DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT

Defendant had no prior notice of an Original Complaint filed in this cause, and as such, has no knowledge of original allegations contained therein or any reasons for subsequent amendments. Nevertheless, Defendant submits its answer to this First Amended Complaint. Defendant denies each and every allegation and demands strict proof thereof.

Defendant denies that Rebecca Poole performed duties of asst. manager. She was terminated because she admitted stealing money from Defendant while acting in concert with Monica Ayala and Robert Gongora. Rebecca Poole, while the owners were away, would rent rooms for cash and pocket the money. She would later tell Robert Gongora to clean the rooms so as to appear that they had not been rented. Rebecca Poole admitted to Defendant that she was stealing from Motel 6 and later returned some of the money. Gongora admitted to defendants that Rebecca Poole had instructed him to take this action in cleaning the rooms. In addition, she allowed a male to move in with her without paying the additional rate required by Defendant. This, of course, exceeded the amount of salary agreement that she had agreed upon initially. Although terminated and asked to leave, she refused to vacate and lived at the Motel 6 for a considerable time, still refusing to pay. Poole has been calling Motel 6, asking that she be allowed to stay there.

Defendant denies that Defendant approved of Rebecca Poole's overtime work. Defendant denies a violation of the Fair Labor Standards Act against Rebecca Poole.

Defendant denies that Monica Ayala was employed by Defendant.

Defendant denies that Gongora performed security duties for Defendant. In fact, on several

occasions Defendant had to admonish him because he was bringing in very suspicious persons to his room. Defendant denies approval of Gongora's regular and overtime work. Another reason for Gongora's termination was because he was working very few hours, often taking two to three hour breaks when Defendants were off site. As stated before, Gongora was also terminated for stealing money from Defendant.

Defendant alleges that when Plaintiffs were asked to vacate their rooms after they were terminated, they continued to reside at Motel 6, all the while refusing to pay rentals. They claimed that they had "tenants' rights" and called the police each time Defendant would attempt to speak with them.

Defendant alleges that after much trouble and threats from Plaintiffs, Gongora and Ayala had to be served with eviction notice. Judge Roberto A. Vasquez, Justice Court Bexar Precinct Two, after hearing with Gongora and Ayala present, ordered them to vacate the premises and pay to Defendant \$750.00 in rental losses. Gongora and Ayala not only refused to pay the court ordered judgment, but completely disregarded the Court order to vacate and stayed on premises for an additional six days without paying.

Defendant denies all allegations in I-III in Plaintiff's First Amended Complaint.

Defendant denies that wage provisions in FLSA, 29 U.S.C. §§ 201 *et. seq.*, and supporting federal regulations apply to Plaintiffs.

Defendant denies that it failed to pay Poole and Gongora one and one-half times their regular rate of pay for hours that they worked over 40 hours in a workweek.

Defendant denies that at any time Plaintiff Ayala was employed by Defendant.

Defendant alleges Plaintiffs' frivolous and retaliatory actions were willful and intentional and brought in bad faith. Defendant alleges that they were a result of their termination, failure to work the agreed upon hours, and their court-ordered eviction.

Defendant requests reasonable amounts expended to defend this lawsuit, including costs of court, reasonable attorney's fees, as well as costs related to the defense of this cause.

Defendant prays that Plaintiffs take nothing by their lawsuit, and that the Court consider sanctions against Plaintiffs for acting in bad faith. Defendant asks that Plaintiff's counsel be sanctioned for knowingly and intentionally bringing this action with full knowledge that it was

frivolous and without merit.

Respectfully submitted,
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CERTIFICATE OF SERVICE

I certify that I e-mailed a copy of Defendant's Answer to Mr. Thomas J. Crane, attorney for Plaintiffs, on 8/23/2018.


Alberto L. Rodriguez